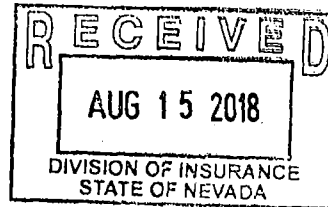


**EXHIBIT “A”**  
**(Service Documents)**

**EXHIBIT “A”**  
**(Service Documents)**



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7/24/2018 3:33 PM  
Steven D. Grerson  
CLERK OF THE COURT

*Steven D. Grerson*

1 **COMP**  
2 RICHARD A. HARRIS, ESQ.  
3 Nevada Bar No. 505  
4 JOHNATHAN M. LEAVITT, ESQ.  
5 Nevada Bar No. 13172  
6 **RICHARD HARRIS LAW FIRM**  
7 801 South Fourth Street  
8 Las Vegas, Nevada 89101  
9 Phone: (702) 444-4444  
10 Fax: (702) 444-4455  
11 E-Mail: [jleavitt@RichardHarrisLaw.com](mailto:jleavitt@RichardHarrisLaw.com)  
12 Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

12 CODY FURROW,

13 Plaintiff,

14 vs.

15 STATE FARM MUTUAL AUTOMOBILE  
16 INSURANCE COMPANY; DOE INDIVIDUALS  
17 I-X, inclusive; and ROE CORPORATIONS I-X,  
18 inclusive,

18 Defendants.

) CASE NO.: A-18-778274-C

) DEPT NO.: Department 32

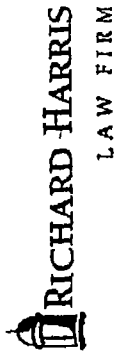
) **COMPLAINT**

19  
20 Plaintiff CODY FURROW, by and through his counsel, JOHNATHAN M. LEAVITT, ESQ.  
21 of the RICHARD HARRIS LAW FIRM, and for his causes of action against Defendants, and  
22 each of them, complains and alleges as follows:

23 1. That Plaintiff CODY FURROW (hereinafter "Plaintiff") is, and at all times  
24 mentioned herein was, a resident of the Las Vegas, Nevada.

25 2. That Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
26 (hereinafter "State Farm"), is, and at all times mentioned herein, a corporation, chartered  
27 under the laws of the State of Illinois and doing business in the State of Nevada and  
28 deriving substantial revenue from the state.





1           3. That the true names and capacities, whether individual, corporate, associate or  
2 otherwise of DOE INDIVIDUALS I through X, and ROE CORPORATIONS I through X, are  
3 unknown to Plaintiff, who therefore sues Defendants by such fictitious names. Plaintiff is  
4 informed and believes and thereon alleges that each of the Defendants designated as  
5 DOE INDIVIDUALS I through X and ROE CORPORATIONS I through X is responsible in some  
6 manner for the events and happenings referred to in this action and proximately caused  
7 damages to Plaintiff as herein alleged, and that Plaintiff will ask leave of this Court to  
8 amend the Complaint to insert the true names and capacity of said Defendants, and when  
9 the same have been ascertained, join such Defendants in this action together with the  
10 proper charges and allegations.  
11

12           4. That at all times pertinent, Defendants and each of them were agents,  
13 servants, employees or joint venturers of every other Defendant herein, and at all times  
14 mentioned herein were acting within the scope and course of said agency, employment, or  
15 joint venture, with knowledge and permission and consent of all other named Defendants.  
16

17           5. On or about February 7, 2017, Plaintiff was a passenger in a vehicle traveling  
18 on Cheyenne, near Clayton, in Las Vegas, Clark County, Nevada.

19           6. At that time, Plaintiff, a passenger in the vehicle was rear-ended by non-party  
20 Shan Terada ("Terada"), an underinsured adverse driver.

21           7. The adverse driver was operating their vehicle in a negligent, careless, reckless  
22 and wanton manner and failed to use due care and negligently rear-ended Plaintiff's  
23 causing him damages and injuries.

24           8. The adverse drivers' actions violated the laws of the State of Nevada governing  
25 their conduct under the circumstances and are thereby deemed to be negligent.

26           9. Non-party Shan Terada carried \$100,000/\$300,000 insurance coverage with  
27 CSAA Insurance Exchange.

28           10. CSAA Insurance tendered their insureds' policy limits.

          11. At the time of the subject accidents, Plaintiff's mother, a non-party, MARIE



1 McGURRIN, maintained an automobile insurance policy with uninsured/underinsured  
2 motorist bodily injury coverage limits of \$50,000/\$100,000 per incident with State Farm.

3 12. At some time prior to February 7, 2017, State Farm issued a policy of  
4 automobile insurance to Plaintiff's mother, a non-party, MARIE McGURRIN (Policy No.  
5 045756328G). This policy of insurance contained uninsured/underinsured motorist bodily  
6 injury coverage with limits of \$100,000/\$300,000 per incident.

7 13. Said policy of insurance contained provisions providing coverage to the Plaintiff  
8 for damages suffered as a direct and proximate result of the negligence of operators of  
9 uninsured/underinsured motor vehicles.

10 14. Plaintiff's mother, MARIE McGURRIN, a non-party, made all required premium  
11 payments due under said policy and there was a binding contract of insurance in full force  
12 providing coverage for Plaintiff on February 7, 2017.

13 15. As a result of the February 7, 2017, aforementioned motor vehicle accident,  
14 Plaintiff suffered severe injuries and damages.

15 16. Based upon Plaintiff's extensive medical special damages and the nature and  
16 extent of his injuries, on February 28, 2018, Plaintiff sent a written demand that  
17 Defendant State Farm pay the UIM policy limits of \$50,000.00. Attached to Plaintiff's  
18 letter were medical bills and records showing the severity of Plaintiff's injuries and past  
19 and future medical specials totaling at that time \$122,961.82.

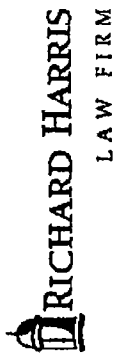
20 17. Since that time, State Farm has undervalued Plaintiff's underinsured motorist  
21 claims without proper cause.

22 18. State Farm has a duty to evaluate the claim and reasonably compensate  
23 Plaintiff for his damages.

24 19. To date, Plaintiff has fully cooperated with all of State Farm's requests.

25 20. State Farm has breached its contractual obligations.

26 21. Plaintiff's underinsured motorist claim is a loss covered by the State Farm  
27 policy.  
28



1           22. State Farm failed to timely pay benefits upon proof of this loss.

2           23. State Farm refused to timely make an adequate payment to Plaintiff, as was  
3 required under the subject Policy.

5           24. State Farm's refusal to pay the Policy limits was made without a reasonable  
6 basis in fact or law.

7           25. As a direct and proximate result of the negligence of the third-party driver,  
8 Plaintiff has been caused to suffer serious bodily injury, disability and pain and suffering,  
9 which may be permanent and/or experienced in the future, all other general damages in  
10 excess of \$15,000.

11           26. That as a direct and proximate result of the negligence of the third-party  
12 driver, Plaintiff received medical and other treatment for the aforementioned injuries, and  
13 that said services, care and treatment are continuing and shall continue in the future, all  
14 to the damage of Plaintiff.

15           27. That as a direct and proximate result of the negligence of the third-party  
16 driver, Plaintiff has been required to alter his physical activities and has limited  
17 occupational and recreational activities, which have caused—and shall continue to cause—  
18 Plaintiff loss of earning capacity, lost wages, physical impairment, mental anguish, and  
19 loss of enjoyment of life in a presently unascertainable amount.

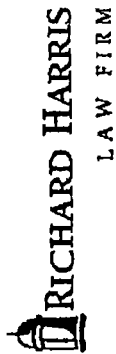
20           28. State Farm's refusal to pay Plaintiff's benefits due under the applicable  
21 contract did cause damages to Plaintiff in excess of \$15,000.00.

22           29. That Plaintiff has been required to engage the services of an attorney, and  
23 accordingly, has incurred attorney's fees and costs to bring this action.

24                           **FIRST CAUSE OF ACTION**  
25                           **(UIM BREACH OF CONTRACT CLAIM-DEFENDANT STATE FARM)**

26           30. Plaintiff repeats and realleges the allegations contained in Paragraphs 1  
27 through 29 as fully set forth herein.

28           31. Plaintiff had a contract, Policy 045756328G, with Defendant State Farm.



1           32. Said Policy contained and Underinsured and/or Uninsured motorist  
2 provision providing coverage to the Plaintiff and any passengers for damages as a direct  
3 and proximate result of the negligence of other vehicle operators, when the other  
5 operators lacked or had insufficient insurance coverage.

6           33. Said policy of insurance was in full force and effect on February 7, 2017,  
7 when the subject incident occurred.

8           34. State Farm is contractually obligated to Plaintiff who was an insured under  
9 the subject policy.

10          35. State Farm failed to timely pay benefits under the underinsured/uninsured  
11 portion of the subject policy, thereby breaching its contractual duty.

12          36. State Farm undervalued Plaintiff's valued underinsured motorist claims  
13 without proper cause.

14          37. As a direct and proximate result of State Farm's breach of contract, Plaintiff  
15 has sustained general damages in excess of \$15,000.

16          38. That as a result, Plaintiff has suffered damages up to and including the  
17 limits of all available underinsured motorist coverage for personal injury in an amount in  
18 excess of \$15,000.

19          39. As a further direct and proximate result of the named Defendant and Doe  
20 and Roe Defendants' negligence, Plaintiff, incurred expenses for medical care and  
21 treatment in an amount in excess of \$15,000.

22                                   **SECOND CAUSE OF ACTION**  
23                                   **(UNJUST ENRICHMENT-DEFENDANT STATE FARM)**

24          40. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 to  
25 39 as if fully set forth herein.

26          41. Pursuant to the contractual arrangement between the parties, State Farm  
27 was obligated to pay Plaintiff for damages received as a result of any accident with an  
28 underinsured motorist.

1           42. Retaining amounts it was required to pay pursuant to the contractual  
2 agreement has unjustly enriched State Farm.

3           43. The actions of State Farm as described herein, constitutes unjust  
4 enrichment at Plaintiff's expense, and as a direct and proximate result thereof, Plaintiff  
5 has been damaged in a sum in excess of \$15,000.

6           44. As a direct and proximate result, Plaintiff has had to retain counsel to  
7 prosecute this action and is entitled to attorney fees and costs.  
8

9                               **PRAYER FOR RELIEF**

10           WHEREFORE, Plaintiff, expressly reserving the right to amend this Complaint  
11 prior to or at the time of trial of this action to insert those items of damage not yet fully  
12 ascertainable, prays judgment against the Defendants, and each of them, as follows:

- 13           1. General and Special damages sustained by Plaintiff in an amount in excess  
14 of \$15,000.00;  
15           2. Consequential damages;  
16           3. Expectation damages for denied policy benefits in excess of \$15,000;  
17           4. Reasonable attorney's fees and costs of suit;  
18           5. Interest at the statutory rate; and  
19           6. For such other relief as the Court deems just and proper.

20           DATED this 24<sup>th</sup> day of July, 2018.

21                               **RICHARD HARRIS LAW FIRM**

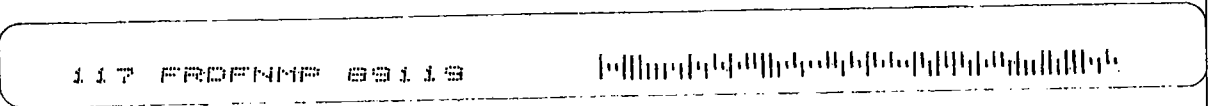
22  
23                               /s/ Johnathan Leavitt  
24                               **JOHNATHAN M. LEAVITT, ESQ.**  
25                               Nevada Bar No. 13172  
26                               801 South Fourth Street  
27                               Las Vegas, NV 89101  
28                               Attorneys for Plaintiff



3813  
STATE OF NEVADA  
DIVISION OF INSURANCE  
3300 W. Sahara Avenue, Suite 275  
Las Vegas, Nevada 89102



STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY  
C/O CSC SERVICES OF NEVADA INC  
2215 RENAISSANCE DR STE B  
LAS VEGAS NV 89119-6727





Electronically Issued  
8/1/2018 10:58 AM**DISTRICT COURT  
CLARK COUNTY, NEVADA**

CODY FURROW, individually;

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY; DOE  
INDIVIDUALS I-X, inclusive; AND ROE  
CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-18-778274-C

DEPT NO.: 32

**SUMMONS****NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR  
BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW**

To THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

**STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

- a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
- b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the complaint.

Issued at the direction of  
RICHARD HARRIS LAW FIRMBy: /s/ Johnathan Leavitt  
Johnathan M. Leavitt, Esq.  
Nevada Bar No. 13172  
801 South 4<sup>th</sup> Street  
Las Vegas, Nevada 89101

CLERK OF COURT

Josefina San Juan 8/1/2018  
Deputy Clerk Date

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

C.J. MANTHE  
Director

BARBARA D. RICHARDSON  
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE  
3300 West Sahara Avenue, Suite 275  
Las Vegas, Nevada 89102-3203  
(702) 486-4009 • Fax (702) 486-4007  
Website: doi.nv.gov  
E-mail: insinfo@doi.nv.gov

August 16, 2018

State Farm Mutual Automobile Insurance Company  
c/o CSC Services of Nevada, Inc.  
2215 Renaissance Dr., Ste. B  
Las Vegas, NV 89119-6727

RE: Cody Furrow vs. State Farm Mutual Automobile Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-18-778274-C

Dear Sir or Madam:


Enclosed please find the following documents: Summons and Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on August 15, 2018.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

If you have any questions regarding this service, please advise.

Sincerely,

BARBARA D. RICHARDSON  
Commissioner of Insurance

By:   
RHONDA KELLY  
Service of Process Clerk

Enclosures

c: Jonathan M. Leavitt, Esq.


**PROOF OF SERVICE**

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

State Farm Mutual Automobile Insurance Company  
c/o CSC Services of Nevada, Inc.  
2215 Renaissance Dr., Ste. B  
Las Vegas, NV 89119-6727  
CERTIFIED MAIL NO. 7016 3010 0000 0486 4965

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 16<sup>th</sup> day of August, 2018.

  
RHONDA KELLY  
Employee of the State of Nevada  
Department of Business and Industry  
Division of Insurance

RE: Cody Furrow vs. State Farm Mutual Automobile Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-18-778274-C



State of Nevada, Division of Insurance  
This document on which this certificate  
is stamped is a full, true and correct  
copy of the original.

Date: 8/16/18 By: 

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

C.J. MANTHE  
Director

BARBARA D. RICHARDSON  
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE  
3300 West Sahara Avenue, Suite 275  
Las Vegas, Nevada 89102-3203  
(702) 486-4009 • Fax (702) 486-4007  
Website: doi.nv.gov  
E-mail: insinfo@doi.nv.gov

August 16, 2018

Jonathan M. Leavitt, Esq.  
RICHARD HARRIS LAW FIRM  
801 S. 4<sup>th</sup> St.  
Las Vegas, NV 89101

RE: Cody Furrow vs. State Farm Mutual Automobile Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-18-778274-C

Dear Mr. Leavitt:

The Division received the service of process documents on August 15, 2018, regarding the above-entitled matter. Service has been completed on State Farm Mutual Automobile Insurance Company this date and enclosed are the following:


1. A copy of our letter to State Farm Mutual Automobile Insurance Company dated August 16, 2018;
2. A certified copy of the Proof of Service dated August 16, 2018; and
3. Your receipt in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes (NRS)* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

If you have any questions regarding this service, please so advise.

Sincerely,

BARBARA D. RICHARDSON  
Commissioner of Insurance

By:   
RHONDA KELLY  
Service of Process Clerk

Enclosures

c: State Farm Mutual Automobile Insurance Company